

and control of the management, conduct, and operation of the Partnership in all respects and in all matters.

General Partner--Devotion of Time to Partnership

4.02 The General Partner shall devote such time to this Partnership as shall be necessary to conduct this Partnership in an efficient manner.

Rights of General Partner

4.03 The General Partner shall have the right to borrow money, extend credit, contract for services and/or materials, and make capital improvements to the project on behalf of the Partnership, and shall have the right to pay any and all expenses or debts incurred in connection therewith out of the Partnership account.

Restriction on General Partner

4.04 Except as otherwise expressly provided in this Agreement, a General Partner shall have all the rights and powers of a Partner in a Partnership without Limited Partners and shall be subject to all the restrictions imposed on General Partners by the Uniform Limited Partnership Act of the State of California or imposed on a Partner in a Partnership without Limited Partners.

Nonparticipation in Management by Limited Partners

4.05 Limited Partners shall contribute no services and shall take no part in or interfere in any manner with the management, conduct, or control of the Partnership business and shall have no right or authority to act for or bind the Partnership. This provision shall not, however, restrict a Limited Partner from employment by the General Partner, or from becoming a contractor to the project.

Voting Rights of Limited Partners

4.06 Notwithstanding any other provision of this Agreement, the Limited Partners are hereby given the right and power to vote on any or all of the following matters which affect the basic structure of the Partnership:

- (a) Election or removal of General Partner;
- (b) Termination of the Partnership;
- (c) Amendment of the Partnership Agreement;
- (d) Sale of all or substantially all of the assets of the Partnership.

On such matters each Limited Partner shall have one vote for each one percent of Partnership net profits distributable to him pursuant to this Agreement.